

DRAFT
CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND CAROLLO ENGINEERS
TO PROVIDE ASSET CONDITION ASSESSMENT
FOR THE SUNNYVALE WATER POLLUTION CONTROL PLANT

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CAROLLO ENGINEERS, a California corporation ("CONSULTANT").

WHEREAS, on July 1, 2004, CITY issued Request for Proposals #F0306-77 to secure professional services to conduct an asset condition assessment, including structures and equipment, at CITY's Water Pollution Control Plant; and

WHEREAS, CONSULTANT has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that the proposal submitted by CONSULTANT is the best and most advantageous for CITY and that CONSULTANT, and its sub-consultants, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. To accomplish that end, CONSULTANT agrees to assign Steve McDonald to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of written Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each task, unless approved in writing by the Director of Public Works or his designee. The total amount of compensation payable under this agreement for the Scope of Services identified in Exhibit "A" shall be the sum of Three Hundred Sixty Eight Thousand and No/100 Dollars (\$368,000.00).

All sub-consultant work for testing purposes as identified in Exhibit "B" under "Sub-consultants: Testing/Optional Services" must be requested in writing by the Consultant and approved in writing by the City prior to the testing work commencing. Payment for testing work will not be made if authorization for the work is not made by the City.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment or Sub-Contracting of Agreement

CONSULTANT binds themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement. With the exception of the sub-consultants listed in the project work plan, Consultant shall not sub-contract any portion of the work contemplated and provided for herein without prior written approval of CITY.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any

respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of

CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law, CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligent act, error, omission or negligence of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this

Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Marvin Rose, P.E.
Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Steve McDonald, P.E., Partner
Carollo Engineers
2700 Ignacio Valley Road, Suite 300
Walnut Creek, CA 94598

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would

have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:
CITY CLERK

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
City Manager

APPROVED AS TO FORM:

CAROLLO ENGINEERS
("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit "A"
Water Pollution Control Plant
Asset Condition Assessment
PHASE I – PROGRAM DESIGN AND ASSET EVALUATIONS
Scope of Services
October 15, 2004

Overview

The City of Sunnyvale (City) seeks to conduct an asset condition assessment for their agency to ensure their assets are meeting prescribed level of service (LOS) goals, to decrease the costs and risks associated with plant operation, and to prepare and plan for the future more effectively. The first portion of this work will be Phase I – Program Design and Asset Evaluations.

The goals of Phase I are to develop 1) a complete inventory of assets at the Water Pollution Control Plant (WPCP), 2) a thorough understanding of each asset's condition, risk, criticality, vulnerability, remaining useful life, and associated costs, 3) preliminary seismic assessment and retrofit recommendations, 4) a prioritized list of repair and replacement (R&R) projects, and 5) an R&R project implementation schedule. To coordinate these tasks with City's level of service goals, a visioning workshop will be conducted with City staff to determine appropriate LOS, condition, risk and valuation guidelines. The project vision will provide the fundamental basis for implementation of the program.

Task 1 – Develop Strategic Vision

A. Review Existing Information

Review and evaluate the City's existing policies, standards, goals, and mission statement as well as other pertinent information such as reports (including the City of Sunnyvale WPCP Contingency Plan, February 2004; City of Sunnyvale WPCP Reliability Report, December 2001), memos, strategic plans, and maintenance information.

B. Develop Strategic Vision

Develop a strategic vision for an asset management program by working with City staff to establish the criteria, features, and needs that are required to complete their vision for an asset management program.

C. Develop Visioning Project Memorandum

Develop a draft Visioning Project Memorandum (PM) summarizing the City's vision and guidelines regarding the Asset Management Program (2-3 pages). Integrate the City's comments and submit a final PM.

Deliverables:

1. List of additional information requests.
2. Project Memorandum (PM) #1 (Asset Management Vision).

Task 2 – Develop Asset Inventory

A. Review Existing Information

Obtain and review relevant reports, plans, available bid tabulations, and databases for existing wastewater treatment facilities at the Water Pollution Control Plant (WPCP) to identify assets and to develop a comprehensive inventory. The inventory list compiled from this subtask will be cross-checked with the assets identified as part of the condition assessment.

B. Conduct Interviews with Staff

Conduct interviews with staff from operations and maintenance, as necessary, to further identify the City's assets and ensure a complete asset inventory is developed. Carollo plans to interview City staff regarding the existing condition of each of the key facilities to be assessed.

C. Develop Asset Classification System

Develop and document an asset classification system based on the asset inventory compiled in Subtasks A and B. This classification system will be customized for the City's WPCP assets, based on functional processes and/or systems.

Deliverables:

1. Process Flow Schematic
2. Asset Inventory and Classification System

Task 3 – Perform Condition Assessment

A. Prepare WAM Software for Condition Assessment

Prepare the WAM software for the condition assessments of key assets, including customization of the asset inventory and classification system for the WPCP.

B. Conduct Condition Assessment

Conduct condition assessments of the City's above ground assets at the WPCP. The condition assessment team will include two project engineers, a photographer, and a group of senior discipline engineers, including mechanical, electrical/instrumentation, structural, and civil/process engineers. The condition assessment team will evaluate the remaining useful service lives, condition, salvage value, and other parameters for each asset. Results of the asset assessments will be populated into the WAM software and database.

C. Document Design and Sizing Criteria

As available, determine and populate design and sizing criteria, age, capacity, and other information for each asset in the WAM software database based on information gathered in Subtask A.

D. Prioritize Structural Assets for Preliminary Seismic Assessment

Review existing structural documents, such as drawings, specifications, calculations, geotechnical reports, and structural submittals provided by City to identify the structural assets which may require further seismic assessment.

Following identification of the assets requiring further seismic assessment, prioritize these structures based on their criticality to the treatment process.

E. Prioritize Structural and Pipe Assets for Testing

Identify the structural assets and above and below ground pipes for which testing and/or further evaluation should be conducted to determine existing condition, based on the following steps:

- Review existing documents, such as drawings, specifications, calculations, geotechnical reports and submittals
- Visual observations made during the condition assessment
- Results from interviews with operations and maintenance staff
- Identification of assets for which the existing condition is unknown
- Identification of assets which are likely to have a history of corrosion degradation (based on previous experience)

Following identification of the assets requiring testing and/or further evaluation, prioritize these structures based on their criticality to the treatment process.

F. Prioritize Mechanical and Electrical Assets for Testing

Mechanical

Identify and prioritize which mechanical assets may need testing to determine existing condition. This prioritization will be conducted based on physical observation, interviews with staff, and review of operation of accessible mechanical equipment for functionality, reliability, redundancy, vibration, and noise.

Electrical

Identify and prioritize which electrical assets may need testing to determine existing condition. This prioritization will be conducted based on the following steps:

- Review previous test reports, which have been performed by an independent testing firm.
- Interview O&M staff to discuss any concerns regarding the existing power distribution and control system.
- Identify the critical electrical assets (including conduits, conductors, and equipment) that may require testing.

G. Conduct Preliminary Seismic Assessment

Establish seismic assessment criteria and conduct preliminary seismic evaluation of prioritized structural assets based on these seismic criteria. Identify structural and seismic deficiencies and estimate cost required to correct the deficiencies. Prepare project memorandum regarding recommendations for additional testing (if required) and seismic retrofit.

The level of effort for the preliminary seismic assessment is delineated in Attachment A.

H. Conduct Structural and Pipe Testing

Conduct testing of selected assets from subtask E to evaluate their condition. Potential nondestructive testing techniques include the following: (a) detailed visual inspection, (b) penetration measurements, (c) surface mortar pH testing, (d) pressure-washing, (e) sounding, (f) structure-to-soil potential testing, (g) anode depletion, (h) rectifier check-out, (i) insulating joint testing, (j) dry film thickness testing, (k) ultrasonic thickness testing, and (l) atmospheric and dissolved sulfides testing. Potential destructive testing techniques include Elcometer pull-off adhesion tests and core sampling of concrete.

The type of structural and pipe testing and the associated level of effort for testing of the WPCP assets is described in Attachment B.

Should destructive core sampling of concrete be required, a structural testing laboratory will be retained to perform these services. An estimate of the level of effort for compressive testing of ten concrete core samples is provided in Attachment C.

I. Conduct Testing of Mechanical and Electrical Assets

Mechanical

Mechanical assets identified in subtask F will be tested for vibration and noise. A qualified mechanical subconsultant will perform vibration monitoring and noise monitoring for operating equipment as identified by discussions with City staff. It is assumed that up to 100 operating items will be tested. Approximately 20 items can typically be tested each day. City staff will be required to start and stop equipment as necessary to assure each identified item is available for testing.

In addition to the physical testing described above, the ACA study will include physical observation and review of operation of all mechanical equipment for functionality, reliability, redundancy, vibration, noise, etc. O&M staff will be interviewed regarding any known equipment or system deficiencies and problems.

Electrical

A qualified electrical subconsultant will be retained to perform the following tests:

- Perform infrared testing of terminations on energized equipment including 12 KV switchgear, MCCs, and transformers.
- Conduct visual observation of protective relay settings on 12 KV switchgear and functionality of circuit breakers.
- Conduct visual observation and verification of functionality of MCCs.
- Perform partial discharge test of medium voltage (12KV) cables
- Perform test isolation of low voltage cables with 1000V DC-Megger.
- Review record documents and prepare electrical testing report.

The type of testing and associated level of effort for testing of the WPCP mechanical and electrical assets is described in Attachment C.

Deliverables:

1. Assessment of WPCP assets, including condition, remaining useful life, risk, and applicable engineering notes.
2. Digital photos of the existing condition of the WPCP assets.
3. PM #2 (Results of Testing and Preliminary Seismic Assessment).

Task 4 – Develop and Prioritize Replacement Costs

A. Determine Replacement Needs and Costs

Determine the range of renewal and replacement (R&R) needs and costs for the major unit operations and the associated assets identified in the condition assessment.

B. Determine Expected R&R Project Timing

Determine the projected timing for future R&R projects relating to the City's existing infrastructure over the next 20 years.

C. Identify Potential Future Improvement Projects

Identify potential future improvement projects, which may be needed to meet future regulations. A primary objective of this subtask is to define future projects which could be implemented in lieu of, or in conjunction with, R&R projects for the existing WPCP with specific emphasis on treatment processes and associated assets. Projects identified in this task will be included in future project implementation/funding strategies.

Deliverables:

1. Replacement costs for each of the major unit process operations and associated assets at the WPCP.
2. Projected timing for upcoming R&R projects.
3. PM #3 (Potential Future Improvement Projects).

Task 5 – Apply Data to WAM Software

A. Customize Water/Wastewater Asset Manager (WAM) Software

Customize the WAM software's asset tree according to the City's asset inventory and classification system and accordingly populate with applicable asset data, such as installation year, annual maintenance costs, etc.

B. Populate Water/Wastewater Asset Manager (WAM) Software

Populate the WAM software with information obtained during the condition assessments, including asset condition and the corresponding responses to the discipline questions. Import photos for each asset to further document the existing condition of the assets.

C. Determine Criticality and Vulnerability for Assets

Based on the information obtained during the condition assessments and City knowledge of the operational procedures of the WPCP, develop guidelines for the criticality and vulnerability of the City's assets.

D. Populate Water/Wastewater Asset Manager (WAM) Software with Infrastructure Replacement Costs

Populate the WAM software with the replacement costs developed in Task 4. Determine financial valuations for the assets, including acquisition cost, current value, book value, annual depreciation, cumulative depreciation, and any applicable salvage value.

E. WAM Training Sessions

Conduct training sessions with City staff (2-3 people) regarding implementation of WAM (one meeting for each of the above mentioned subtasks).

Deliverables:

1. Water/Wastewater Asset Manager (WAM) software.
2. Customized database of WPCP assets, including criticality, vulnerability, and risk.

Task 6 – Prepare Phase I Summary Report

A. Draft Summary Report

Develop a draft Summary Report and submit to the City for review. The summary report will include the methodology used to assess the risk and replacement cost for each asset, as well as the Project Memorandums, handouts of presentations, and meeting minutes prepared over the course of the project. The Phase I Summary Report will also include in its appendices copies of the WAM summary reports for each of the WPCP assets.

B. Final Summary Report

Incorporate City comments and revisions to develop the Final Summary Report.

Deliverables:

1. Draft Phase I Summary Report
2. Final Phase I Summary Report

Task 7 – Project Management and Meetings

A. Meetings

1. Project Kickoff Meeting

Develop a presentation summarizing basic asset management information, including the overall approach to managing the project tasks, schedule, and budget, as well as communication and project team roles/responsibilities. Discuss the overall vision the City has for implementing its Asset Management Program, including the drivers for the project and the long-term goals.

2. Visioning Workshop

Conduct an in-house Visioning Workshop with City staff to develop the vision and features of Sunnyvale's Asset Management Program and recommended guidelines for the performance and condition of assets.

3. Testing Workshop

Discuss with City staff which assets have been preliminarily identified for further testing or seismic assessments. Identify the level of effort required to conduct the asset testing and seismic assessments, and determine what testing and seismic assessments should be performed as part of Phase I of the Asset Condition Assessment project.

4. Potential Future Regulations Workshop

Identify and discuss potential future regulations which may impact repair or replacement of those assets identified in the R&R project list. A primary objective of this subtask is to define future projects which could be implemented in lieu of, or in conjunction with, R&R projects for the existing assets at the WPCP.

5. Phase I Summary Meeting

Develop a presentation that summarizes the findings of Phase I, as discussed in the Summary Report. The focus will be the results of the condition assessments, financial valuations of the assets, and the predicted timing of the R&R projects associated with the City's existing assets.

6. Monthly Progress Meetings

Progress meetings will be held monthly to discuss the progression and direction of the project, milestones that have been achieved, current work efforts, budget, schedule, and any issues that may arise.

B. Monthly Progress Reports

Monthly progress reports will be prepared that discuss the work conducted during the month, budget and schedule status, and work to be completed by the next progress report.

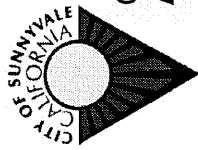
C. General Communication

Project management will include general communication among Carollo, Subconsultants, and City staff members for overall facilitation and to ensure that the project is completed on time and within budget while meeting the City's goals.

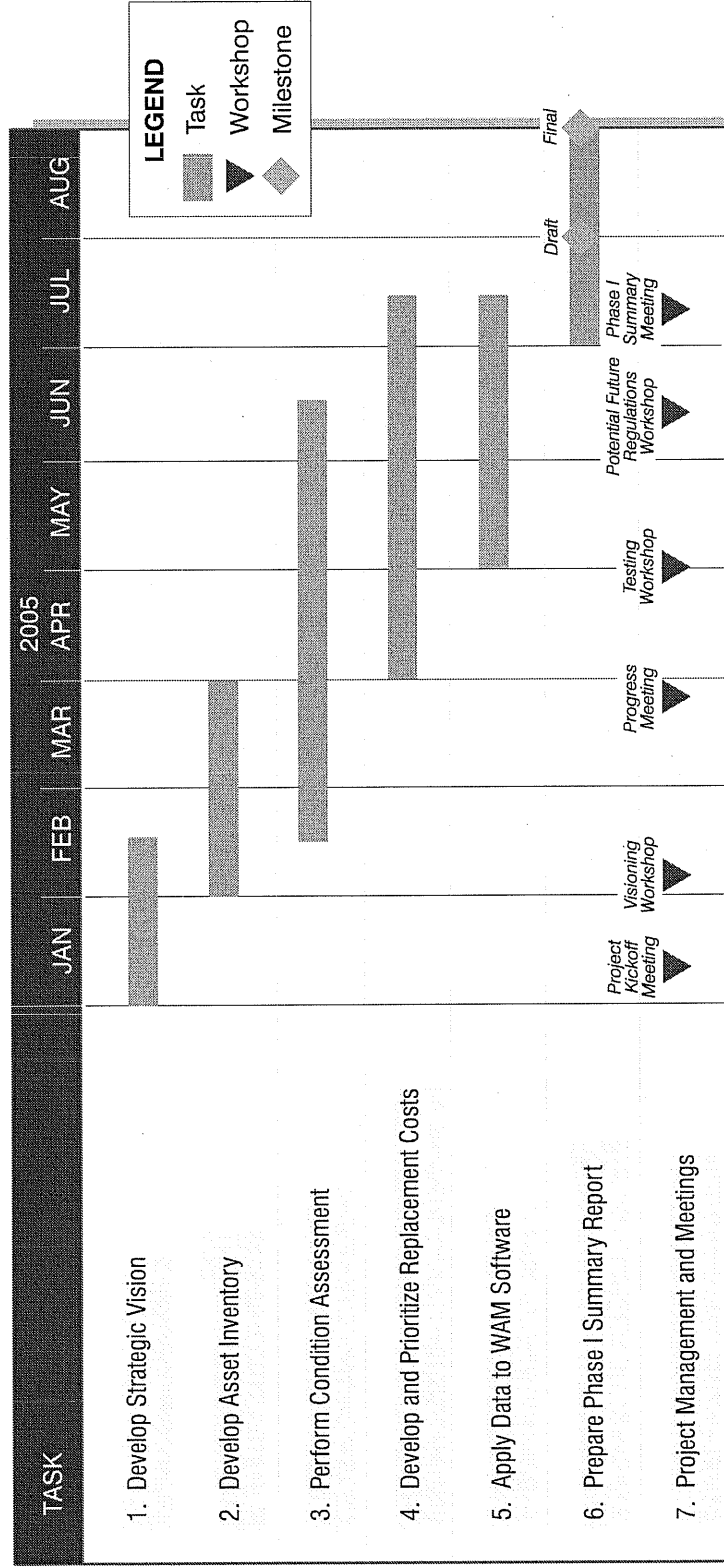
Deliverables:

1. Kickoff Meeting Presentation
2. Visioning Workshop Presentation
3. Testing Workshop Presentation
4. Potential Future Regulations Workshop Presentation
5. Phase I Summary Meeting Presentation
6. Monthly Progress Meeting Minutes
7. Monthly Progress Reports

EXHIBIT A-1



CITY OF SUNNYVALE ASSET CONDITION ASSESSMENT



COMPENSATION SCHEDULE
November 10, 2004

Exhibit "B"

**City of Sunnyvale
Asset Condition Assessment**

Phase I - Program Design and Asset Evaluations

Task	Task Description	City Staff	PIC	PM	DIS	PE	GR	Support	Total Hours	Labor Cost
1	Develop Asset Management Vision									
	1A Review Existing Information	8	0	4	0	40	0	0	44	\$ 6,240
	1B Develop Strategic Vision	8	2	8	0	16	0	0	26	\$ 4,218
	1C Develop Visioning Project Memorandum	8	0	8	0	40	4	4	56	\$ 7,712
	Task 1 Total =	24	2	20	0	96	4	4	126	\$ 18,170
2	Develop Asset Inventory									
	2A Review Existing Information	4	0	0	0	24	0	0	24	\$ 3,252
	2B Conduct Interviews with Staff	8	0	4	0	12	0	0	16	\$ 2,446
	2C Develop Asset Classification System	0	0	2	0	24	0	0	26	\$ 3,662
	Task 2 Total =	12	0	6	0	60	0	0	66	\$ 9,360
3	Perform Condition Assessments of WPCP Facilities									
	3A Prepare WAM Software for Field Assessment	0	0	0	0	16	0	0	16	\$ 2,168
	3B Conduct Condition Assessment	16	8	8	40	32	8	0	96	\$ 15,504
	3C Document Design and Sizing Criteria	0	0	0	16	16	0	0	32	\$ 5,061
	3D Prioritize Structural Assets for Preliminary Seismic Assessment	0	0	2	2	8	0	0	12	\$ 1,856
	3E Prioritize Structural and Pipe Assets for Testing	0	0	4	2	8	0	0	14	\$ 2,265
	3F Prioritize Mechanical and Electrical Assets for Testing	0	4	8	16	16	0	0	44	\$ 7,520
	3G Conduct Preliminary Seismic Assessment	4	0	0	8	8	0	4	20	\$ 2,855
	3H Conduct Structural and Pipe Testing	4	0	0	8	8	0	4	20	\$ 2,855
	3I Conduct Testing of Mechanical and Electrical Assets	4	0	0	8	8	0	4	20	\$ 2,855
	Task 3 Total =	28	12	22	100	120	8	12	274	\$ 42,938
4	Develop and Prioritize Renewal and Replacement Budget									
	4A Determine Replacement Needs and Costs	8	4	24	8	120	0	0	156	\$ 23,445
	4B Determine Expected R&R Project Timing	0	0	8	8	40	0	0	56	\$ 8,506
	4C Identify Potential Future Improvement Projects	8	0	12	0	40	8	8	68	\$ 9,185
	Task 4 Total =	16	4	44	16	200	8	8	280	\$ 41,136
5	Apply Condition Data to WAM									
	5A Customize WAM Software	0	0	0	0	40	0	0	40	\$ 5,420
	5B Populate WAM Software	0	0	0	0	60	0	0	60	\$ 8,130
	5C Determine Criticality and Vulnerability for Assets	0	2	6	0	24	0	0	32	\$ 4,892
	5D Populate WAM Software with Infrastructure Replacement Costs	0	0	0	0	16	0	0	16	\$ 2,168
	5E WAM Training Sessions	36	0	0	0	32	8	8	48	\$ 5,641
	Task 5 Total =	36	2	6	0	172	8	8	196	\$ 26,251
6	Prepare Summary Report									
	6A Draft Summary Report	24	2	16	8	120	16	24	186	\$ 24,654
	6B Final Summary Report	8	0	8	0	40	8	16	72	\$ 9,013
	Task 6 Total =	32	2	24	8	160	24	40	258	\$ 33,668
7	Project Management and Meetings									
	7A Meetings	96	8	32	0	96	24	8	168	\$ 23,825
	7B Monthly Progress Reports	16	0	16	0	0	0	16	32	\$ 4,576
	7C General Communication	40	4	24	0	40	0	0	68	\$ 11,159
	Task 7 Total =	152	12	72	0	136	24	24	268	\$ 39,559
	SUBTOTAL	300	34	194	124	944	76	96	1458	\$ 211,080
	<u>Subconsultants: Basic Services</u>									
	1 Beyaz & Patel									\$ 29,546
	2 V&A Consulting Engineers									\$ 1,040
	3 WAM Programming									\$ 15,000
	<u>Subconsultants: Testing / Optional Services</u>									
	1 V&A Consulting Engineers									\$ 64,970
	2 Pretech, Inc. (Mechanical Testing)									\$ 6,500
	3 Electrical Testing Subconsultant									\$ 35,550
	4 Structural Testing Subconsultant									\$ 2,400
	<u>ODCs</u>									
	1 Travel									\$ 1,000
	2 Printing									\$ 1,000
	Subtotal (Subconsultants/ODCs)									\$ 157,006
	Phase I Total									\$ 368,086
	NOT-TO-EXCEED COST									\$ 368,000

Legend:

PIC Partner-in-Charge (Senior Professional)
PM Project Manager (Senior Professional)
PE Project Engineer (Professional)
DIS Discipline Engineer (Project Professional)
GR Graphic Technician
Support Support Staff

EXHIBIT C INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.